

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re: WISEWEAR CORPORATION Debtor	§ § § § §	Chapter 11 Case No. 18-50403
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**DEBTOR'S MOTION TO AUTHORIZE THE SALE OF SECURED 3D PRINTER BY
AUCTION ON MAY 23, 2018, PURSUANT TO 11 USC §363(f)2**

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS. IF NO TIMELY RESPONSE IS FILED WITHIN TWENTY ONE (21) DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD. A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Wisewear Corporation (the “Debtor”) respectfully file this Motion to Authorize the Sale of Secured 3D Printer by Auction on May 23, 2018, Pursuant to 11 USC §363(f)2, and representing as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this application under 28 U.S.C. §§ 157 and 1334. This is a core matter under 28 U.S.C. § 157(b)(2)(A).

2. Venue in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

II. BACKGROUND

3. Debtor possesses a 3D Printer pursuant to a lease to own agreement with Stratasys, Inc..¹ Debtor owes Stratasys \$14,235 under the lease which matures in June 2018. The value of the printer is not believe to be more than \$14,235 and Debtor and Stratasys desire the printer be sold at auction pursuant to agreed terms.

4. The Court has authorized the Debtor to auction its personal property on May 23, 2018. [Dck No. 35] Debtor and Stratasys desire to have the 3D Printer sold at auction on May 23, 2018, along with Debtor's other personal property. The terms of auction for the 3D Printer will be the same as those for their other personal property except the following:

- a. The minimum sale price shall be \$4000.00. If the 3D Printer does not sell at auction, then the stay shall automatically lift for Stratasys to take possession of the printer. Stratasys shall remove the printer from Debtor's premises no later than May 30, 2018, and Debtor shall not be liable for the printer if it is not removed as of this date. Any costs resulting from failure of Stratasys to remove the printer shall be born by Stratasys.
- b. All sales proceeds from sale of the 3D Printer, excluding buyer's premium, up to \$14,235 shall be paid to Stratasys with any remaining sales funds (excluding the buyer's premium) transferred in accordance with the May 23, 2018, auction terms.
- c. If the 3D Printer sells for more than \$4000, but less than \$14,235, (excluding buyer's premium) then Stratasys may file a claim in the bankruptcy within 30 days of the sale and the claim shall be deemed timely.
- d. Debtor shall provide proof of the sale price within 3 days of the auction.

¹ See Attached Lease Contract.

5. Debtor contends no other creditor or party in interest possesses a security interest in the 3D Printer. Debtor contends the sale will benefit the estate by obtaining the largest sale amount possible because of the interest create through the auction of the remaining personal property. The sale will either net a return to the estate or reduce the debt to the estate.

RELIEF REQUESTED

Debtor requests the Court authorize TRANZON to auction the 3D printer that is secured by the secured lease purchase agreement with Stratasys through the auction on May 23, 2018. While sale may not net a sufficient amount to pay Stratasys' debt, Stratasys has agreed to the sale pursuant to the terms herein and; therefore, the sale is appropriate under 11 USC §363(f)2.

WHEREFORE, Debtor hereby requests that it be authorized to sell the 3D printer that is secured by the lease purchase agreement with Stratasys, Inc. at the May 23, 2018, auction free and clear of all interests as requested herein and that the Debtor have such other and further relief as is just.

Dated: April 25, 2018

Respectfully Submitted,

By: /s/ Gerald Wilmink

Gerald Wilmink, Director, WiseWear, Inc.

THE SMEBERG LAW FIRM, PLLC

By: /s/ Ronald Smeberg

RONALD SMEBERG

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ATTORNEY FOR DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that on April 25, 2018, true and correct copies of the foregoing motion were forwarded by U.S. first class mail, postage prepaid, on all parties listed on the attached Limited Service List.

/s/ Ronald J. Smeberg

RONALD J. SMEBERG

LIMITED SERVICE LIST

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GOVERNMENTAL ENTITIES

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SECURED CREDITORS

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